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MISSOURI REAL ESTATE COMMISSION

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June 10, 2021

Jordan G Gilbert
2620 Spring Beauty Lane
Jefferson City MO 65101

Hand Delivered

Gilbert Enterprise LLC
ATTN: Jena Nanette Tyree
2620 Spring Beauty Lane
Jefferson City MO 65101

Hand Delivered

RE: Missouri Real Estate Commission vs. Jordan G. Gilbert (#2011007928) and
Gilbert Enterprise LLC (#2016031963)

Dear Mr. Gilbert & Ms. Tyree:

Please find enclosed a copy of the Settlement Agreement between Missouri Real Estate Commission and Jordan G. Gilbert and Gilbert Enterprise LLC in the above referenced case.

If you have questions about this matter, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Terry W. Moore".

Terry W. Moore
Executive Director

TWM/cmc

Enclosures

**SETTLEMENT AGREEMENT BETWEEN MISSOURI REAL ESTATE COMMISSION
AND JORDAN G. GILBERT AND GILBERT ENTERPRISE, LLC**

Come now Jordan G. Gilbert, and Gilbert Enterprise, LLC (collectively, "Licensees") and the Missouri Real Estate Commission ("Commission") and enter into this Settlement Agreement for the purpose of resolving the question of whether Gilbert's license as a real estate broker associate and Gilbert Enterprise's real estate association license will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensees acknowledge that Licensees understand the various rights and privileges afforded to Licensees by law, including the right to a hearing of the charges against Licensees; the right to appear and be represented by legal counsel; the right to have all charges against Licensees proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensees; the right to present evidence on Licensees' own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensees and, subsequently, the right to a disciplinary hearing before the Commission at which time Licensees may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensees' licenses. Being aware of these rights provided them by operation of law, Licensees knowingly and voluntarily waive each and every one of these rights and freely enter into this Settlement Agreement and agree to abide by the terms of this document, as they pertain to Licensees.

Licensees acknowledge that Licensees have received a copy of the documents relied upon by the Commission in determining there was cause to discipline Licensees' licenses, along with citations to law and/or regulations the Commission believes were violated.

For the purpose of settling this dispute, Licensees stipulate that the factual allegations contained in this Settlement Agreement are true and stipulate with the Commission that Licensees' broker associate license,

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

number 2011007928, and real estate association license, number 2016031963, are subject to disciplinary action by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, Jordan G. Gilbert, holds a broker associate license issued on March 17, 2011. The license, number 2011007928, has an expiration date of June 30, 2022. Licensee Gilbert is the designated broker for Gilbert Enterprise, LLC. Gilbert's broker associate license was current and active at all relevant times discussed herein.

3. Licensee, Gilbert Enterprise, LLC, holds a real estate association license, issued by the Commission, license number 2016031963, on August 16, 2016. This license has an expiration date of June 30, 2022.

4. Between December 15-16, 2020, the Commission conducted an audit of the licenses held by Licensees. The Commission's audit revealed:

- a. In violation of §§ 339.020, and 339.180.1, RSMo, on three instances, the broker engaged in unlicensed activity as his broker's license was expired from September 1, 2020 through October 19, 2020. During that time the brokerage continued property management activities earning \$294.32 in management fees.
- b. In violation of § 339.105.1, RSMo, on fourteen instances, there was a commingling in the Central Bank security deposit escrow account, number XXXXX9097.
 - i. The broker deposited funds for his construction business in the escrow account on ten instances.
 - ii. The broker deposited sales commission in the escrow account, on three instances.

- iii. The broker deposited government loan proceeds (Covid Relief funds) in the escrow account on one instance.
- c. In violation of § 339.105.1, RSMo, there was a net overage of \$9.55 in the Central Bank security deposit escrow account, number XXXXX9097.
- d. In violation of § 339.105.3, RSMo, in fourteen instances, there were temporary overages in the Central Bank property management escrow account, number XXXXX9097 due to comingling.
- e. In violation of §§ 339.105.3, in numerous instances, the broker failed to maintain sufficient records to determine the adequacy of management fees taken during the audit period.
- f. In violation of §§ 339.720.1, 339.780.2, RSMo, and 20 CSR 2250-8.090 (9)(F), in three instances, the management agreement did not include the licensee's duties and responsibilities.
- g. In violation of § 339.780.2, RSMo, and 20 CSR 2250-8.090 (9)(B), in three instances, the management agreement did not state when the fee or commission would be paid.
- h. In violation of § 339.780.2, RSMo, and 20 CSR 2250-8.090 (9) (G), in three instances, the management agreement with the owner did not contain a statement which permits or prohibits an offer of subagency.
- i. In violation of § 339.780.3, RSMo, and 20 CSR 2250-8.090 (5) (A) 2, in one instance, the written authorization to act on behalf of the buyer did not contain all of the commission or fees to be paid.
- j. In violation of § 339.780.7, in three instances, the management agreement did not specify the required minimum service.
- k. In violation of 20 CSR 2250-8.090(9) (C), in three instances, the management agreement did not specify whether prepaid rents would be held by the broker or the owner.
- l. In violation of 20 CSR 2250-8.090(9) (H), on three instances, the management agreement did not include a statement that permits or prohibits the licensee from acting as a dual agent.
- m. In violation of 20 CSR 2250-8.090(9)(I), in one instance, the management agreement did not include a statement that permits or prohibits the licensee from acting as a transaction broker.

- n. In violation of 20 CSR 2250-8.090(9)(J), on three instances, the management agreements used by Licensees did not specify whether or not the designated broker was authorized to cooperate with and compensate other designated brokers.
 - o. In violation of 20 CSR 2250-8.090(9)(K), on three instances, the management agreements used by Licensees failed to contain a statement which confirms the landlord received a Broker Disclosure Form.
 - p. In violation of 20 CSR 2250-8.096(1), on two instances, licensee's brokerage relationship was not disclosed in writing.
 - q. In violation of 20 CSR 2250-8.096(1)(A)6, on one instance, the written brokerage relationship disclosure was not dated by the disclosing licensee.
 - r. In violation of 20 CSR 2250-8.220 (1) and (2), in numerous instances, owner funds were maintained in the Central Bank security deposit account, number XXXXX9097 without written authorization from the owner.
 - s. In violation of 20 CSR 2250-8.220 (8), in numerous instances, the related transaction was not indicated on each check written, the corresponding check stub or other record of disbursement on the Central Bank security deposit escrow account, number XXXXX9097.
 - t. In violation of 20 CSR 2250-8.220 (8), in sixteen instances, the related transaction was not indicated on each deposit ticket for the security deposit escrow account.
 - u. In violation of 20 CSR 2250-8.220 (8), in one instance, the record of bank transfers on the Central Bank security deposit escrow account did not contain the related transaction.
5. Section 339.020, RSMo, states, It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.
6. Section 339.105, RSMo, states, in relevant part:
- 1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand

dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.

2. Each broker shall notify the commission of his or her intent not to maintain an escrow account, or the name of the financial institution in which each escrow or trust account is maintained, the name and number of each such account, and shall file written authorization directed to each financial institution to allow the commission or its authorized representative to examine each such account; such notification and authorization shall be submitted on forms provided therefore by the commission. A broker shall notify the commission within ten business days of any change of his or her intent to maintain an escrow account, the financial institution, account numbers, or change in account status.

3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

7. Section 339.180, RSMo, states in relevant part:

1. It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required.

8. Section 339.720.1, RSMo, states, in relevant part:

A licensee's general duties and obligations arising from the limited agency relationship shall be disclosed in writing to the seller and the buyer or to the landlord and the tenant pursuant to sections 339.760 to 339.780. Alternatively, when engaged in any of the activities enumerated in section 339.010, a licensee may act as an agent in any transaction in accordance with a written agreement as described in section 339.780.

9. Section 339.780, RSMo, states, in relevant part:

1. All written agreements for brokerage services on behalf of a seller, landlord, buyer, or tenant shall be entered into by the designated broker on behalf of that broker and affiliated licensees, except that the designated broker may authorize affiliated licensees in writing to enter into the written agreements on behalf of the designated broker.

2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

3. Before or while engaging in any acts enumerated in section 339.010, except ministerial acts defined in section 339.710, a designated broker

acting as a single agent for a buyer or tenant shall enter into a written agency agreement with the buyer or tenant. The agreement shall include a licensee's duties and responsibilities specified in section 339.740 and the terms of compensation.

...

7. All exclusive brokerage agreements shall specify that the broker, through the broker or through one or more affiliated licensees, shall provide, at a minimum, the following services:

- (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's property or the property the client or customer seeks to purchase or lease;
- (2) Assisting the client or customer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
- (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

10. Regulation 20 CSR 2250-4.030 states:

- (1) Any broker doing business under any name other than the broker's legal name or any entity doing business under any name other than the name registered with the secretary of state, shall first comply with the provisions of sections 417.200–417.230, RSMo on the registration of fictitious names and shall furnish the commission a copy of the registration within ten (10) days of receipt of the official registration from the secretary of state.

11. Regulation 20 CSR 2250-8.010 states, in relevant part:

...

- (2) A broker's business sign of sufficient size to identify it and bearing the name under which the broker or the broker's firm is licensed, or the regular business name, shall be displayed outside of the broker's regular place of business.

12. Regulation 20 CSR 2250-8.030 states, in relevant part:

- (1) If a broker maintains a branch office(s), each shall be operated under the same name and license as the parent office and every such place of business shall comply with the provisions of 20 CSR 2250-8.010.

13. Regulation 20 CSR 2250-8.090 states, in relevant part:

- (4) Seller's/Lessor's Agency (Sale/Lease Listing) Agreement.

- (A) Every written listing agreement or other written agreement for brokerage services shall contain all of the following:

1. The price;

...

7. A statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a disclosed dual agent and if permitted, the duties and responsibilities of a dual agent;

8. A statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a transaction broker and if permitted, the duties and responsibilities of a transaction broker;

...

13. The legal description or the complete street address of the property, which includes the city where the property is located; or, in the absence of a legal description or address, a clear description which unmistakably identifies the property; and

14. All other terms and conditions under which the property is to be sold, leased, or exchanged.

(5) Buyer's/Tenant's Agency Agreement.

(A) Every written buyer or tenant authorization shall contain all of the following:

...

2. The commission or fee to be paid (including any and all bonuses);

...

(9) Every written property management agreement or other written authorization between a broker and the owners of the real estate shall:

(A) Identify the property to be managed;

(B) State the amount of fee or commission to be paid and when the fee or commission will be paid;

(C) Specify whether security deposits and prepaid rents will be held by the broker or the owner;

...

(F) Include the licensee's duties and responsibilities;

(G) Contain a statement which permits or prohibits the designated broker from offering subagency (not applicable for transaction broker agreements);

(H) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a

disclosed dual agent and if permitted, the duties and responsibilities of a dual agent;

(I) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a transaction broker and if permitted, the duties and responsibilities of a transaction broker;

(J) Include specification of whether or not the designated broker is authorized to cooperate with and compensate other designated brokers acting pursuant to any other brokerage relationship as defined by sections 339.710 to 339.860, RSMo, including but not limited to tenant's agents and/or transaction brokers;

(K) Contain a statement which confirms that the landlord received the Broker Disclosure Form prescribed by the commission:

1. On or before the signing of the brokerage relationship agreement; or
2. Upon the licensee obtaining any personal or financial information, whichever occurs first;

(L) Contain the signatures of all the owners and the broker or affiliated licensee as authorized by the broker[.]

14. Regulation 20 CSR 2250-8.096 states, in relevant part:

(1) Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction.

(A) Written confirmation must –

...

3. Confirm that the brokerage relationships, if required by rule or regulation, were disclosed to the seller/ landlord and/or buyer/tenant or their respective agents and/or transaction brokers no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship;

4. Confirm the seller's/landlord's and buyer's/tenant's receipt of the Broker Disclosure Form prescribed by the commission;

5. Be signed and dated by the seller/landlord and buyer/tenant. If the landlord has entered into a written property management agreement pursuant to 20 CSR 2250-8.200 – 20 CSR 2250-8.210, the landlord shall not be required to sign the written confirmation;
6. Be signed and dated by the disclosing licensees on or before the contract date. If a landlord's agent or transaction broker is conducting property management pursuant to 20 CSR 2250-8.200 – 20 CSR 2250-8.210, the unlicensed office personnel may, in the performance of the duties enumerated in 339.010.5(5)(a)-(e), sign the written confirmation on behalf of the landlord's agent or transaction broker.

15. Regulation 20 CSR 2250-8.220 states, in relevant part:

- (1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owner(s) or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.
- (2) All security deposits held by a broker shall be maintained, intact, in an escrow account other than the property management account(s), pursuant to section 339.105, RSMo, unless the owner(s) have agreed otherwise in writing.
- ...
- (7) In addition to the notification required by section 339.105.2, RSMo, each broker, upon the request of the commission or its agent, shall consent to the examination and audit of the broker's property management escrow account(s) by the commission or its agent. As part of the consent, each broker shall execute a form presented to him/her by the commission or its agent entitled Consent to Examine and Audit Escrow or Trust Account.
- (8) Each check written on an escrow account, or each corresponding check stub, or other record of disbursement of funds from the account and each deposit ticket shall indicate the related transaction. Each check written on an escrow account for licensee fees or commission shall be made payable to the licensee who is owed the fee or commission or to the firm's general operating account.

16. Licensees' conduct, as described in paragraphs 4a through 4u above, constitutes cause to discipline Licensees' licenses.

17. Cause exists for the Commission to take disciplinary action against Licensees' licenses under § 339.100.2(1), (15), (16) and (19), RSMo, which states in pertinent part:

2. The Commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any person or entity licensed under this chapter, or any licensee, or any person who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

Joint Agreed Disciplinary Order

18. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

19. The terms of discipline shall include, that upon renewal, **Gilbert's real estate broker associate license, number 2011007928, and Gilbert Enterprise LLC's real estate association license number 2016031963 are hereby placed on PROBATION for a period of THREE (3) YEARS from the effective date of this Order.** During the period of probation on Licensees' real estate broker associate and real estate association licenses, Licensees shall be entitled to practice as a real estate broker associate and operate a real estate association provided Licensees adhere to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

Terms and conditions of the disciplinary period

20. Terms and conditions of the probation are as follows:

A. Licensee Gilbert may not hold and handle funds of others or, engage in property management of any kind for any third party (paragraph 20, subparagraph a. does not preclude the management of any personal and/or family held properties), and Licensee Gilbert must place Licensee Gilbert's license under another broker.

B. Licensee Gilbert shall keep the MREC apprised at all times of Licensee's current address, e-mail address (if any), and telephone number at each place of residence and business. Licensee's Gilbert shall notify the MREC in writing within ten (10) days of any change in this information.

C. Licensee Gilbert shall timely renew Licensee's licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain Licensee's licenses in a current and active status. During the disciplinary period, Licensee Gilbert shall not place Licensee's license on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensee Gilbert may surrender Licensee Gilbert's licenses by submitting a Surrender of Licensure Rights form obtained from the MREC and complying with 20 CSR 2250-8.155. If Licensee Gilbert applies for a real estate license after surrender, Licensee Gilbert shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

D. Licensee Gilbert shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the disciplinary period.

E. Licensee Gilbert shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

F. During the disciplinary period, Licensee Gilbert shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

G. Licensees shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Any cause to discipline Licensees' licenses under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

H. Licensee Gilbert shall report to the MREC each occurrence of Licensee being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

I. Broker Acknowledgement. If at any time during the disciplinary period Licensee Gilbert wishes to transfer Licensee's license affiliation to a new broker/brokerage, Licensee Gilbert must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer Licensee's license(s). Licensee Gilbert must obtain the Broker Acknowledgement form from the MREC. Licensee shall not obtain any new licenses from the MREC during the disciplinary period without prior written approval of the MREC.

21. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.

22. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Licensees of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.

23. All parties agree to pay all their own fees and expenses incurred as a result of this case, its settlement or any litigation.

24. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

25. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

26. Licensees, together with Licensees' heirs and assigns, and Licensees' attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof to be void or unenforceable.

27. If no contested case has been filed against Licensees, Licensees have the right, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the licenses of Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees may submit this request to: **Administrative Hearing Commission, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.**

28. If Licensees have requested review, Licensees and the Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensees' licenses and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees' licenses. Effective the date the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensees' licenses, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed

to seek discipline against Licensees as allowed by law. If the Licensees do not submit the Agreement to the Administrative Hearing Commission for determination, the Agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director, unless waived by the Licensees.

LICENSEE



Jordan G. Gilbert



Jordan G. Gilbert
Gilbert Enterprise, LLC

Date 6/10/21 _____

COMMISSION



Terry W. Moore
Executive Director
Missouri Real Estate Commission

Date 06-10-2021 _____

MISSOURI REAL ESTATE COMMISSION 15-DAY WAIVER ATTESTATION

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by, and a hearing before, the Administrative Hearing Commission pursuant to section 621.045, RSMo.

I also understand that the Settlement Agreement will become effective upon the date the Settlement Agreement is signed by the Executive Director of the Missouri Real Estate Commission.

Jordan Gilbert
Printed Name


Signature

6/10/21
Date


Witness Signature